



# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES. This Contract is between the Utah State Tax Commission ("Commission"), Agency Code 120, and the following contractor:

Moore Business Communications Services  
135 South LaSalle Dept. 4904  
Chicago Il. 60674-4904

026131  
CONTRACT NUMBER

Gary Griffin  
Contact Person

1- (435)755-4280  
Phone Number

160331690  
Federal ID#

06122F D  
Vendor Number

96636000000  
Commodity Code(s)

LEGAL STATUS OF CONTRACTOR: For-Profit Corporation

2. GENERAL PURPOSE OF CONTRACT:  
To provide printing of tax refunds paid, TC-1099G. See Attachment D
3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid #NO1123. Requisition #120 1PR00000001. FY2002.
4. CONTRACT PERIOD: Effective date: 07/30/01. Termination date: 07/29/04 unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): Two one (1) year renewal.
5. CONTRACT COSTS: CONTRACTOR may be paid a maximum of: \$260,863.00 for costs authorized by this contract.
6. ATTACHMENT A: State of Utah, Standard Terms and Conditions.  
ATTACHMENT B: Utah State Tax Commission Standard Terms and Conditions  
ATTACHMENT C: Scope of Work  
ATTACHMENT D: Pricing Schedule

**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
A. All other government laws, regulations or actions applicable to the goods and/or services authorized by this Contract.  
B. Utah State Procurement Code and Procurement Rules.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

## CONTRACTOR

## STATE OF UTAH

\_\_\_\_\_  
Contractor's Signature Date

\_\_\_\_\_  
Division Director Date

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Budget Officer Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contract Officer Date

\_\_\_\_\_  
Rodney G. Marrelli, Executive Director Date

\_\_\_\_\_  
Director, Division of Purchasing Date

Jeremy Gilger 801-297-3887  
Agency Contact Person Telephone Number

\_\_\_\_\_  
Division of Finance Date

STATE OF UTAH

UTAH STATE TAX COMMISSION

# **REQUEST FOR PROPOSALS**

FOR

UTAH SUBSTITUTE FORM 1099G PRODUCTION

May, 2001

## TABLE OF CONTENTS

SECTION	1.0	INTRODUCTION AND RULES OF THE PROCUREMENT
SECTION	2.0	STATEMENT OF WORK AND FORM DESCRIPTION
SECTION	3.0	PROPOSAL REQUIREMENTS
SECTION	4.0	PROPOSAL EVALUATION

## SECTION 1.0

### INTRODUCTION AND RULES OF THE PROCUREMENT

#### 1.1 OVERVIEW

##### 1.1.1 Background

The State of Utah, Utah State Tax Commission (USTC) is responsible for the production and mailing of the Substitute Form 1099 G (1099G). The 1099G is a confidential mailer printed with variable data and mailed to taxpayers. The 1099G must be constructed to protect confidential tax information, and meet specifications identified by the USTC in compliance with the Internal Revenue Service Code (IRSC).

The 1099G follows a strict production schedule and offerors should note that agreement to the ridged schedule shall be evidenced by the submission of a proposal.

##### 1.1.2 Purpose

The purpose of this RFP is to solicit competitive proposals from responsive, responsible, and financially sound organizations to perform all of the obligations contained in this RFP, adhere to the terms and conditions for performance, and quote one fixed price(s) to perform all contractor activities under a contract as may be awarded from this RFP. This amount shall constitute full and complete reimbursement to the contractor.

The Contractor shall also be responsible for advising and assisting the USTC with the ongoing production and development of the forms as may be requested from time to time.

##### 1.1.3 Authority

This RFP is issued under the authority of Section 63-56, Utah Code Annotated and the Utah Procurement Rules as promulgated by the Utah State Procurement Policy Board, referred to as R-33. All prospective contractors are charged with presumptive knowledge of the cited authorities. The submission of proposals by a prospective contractor shall constitute admission of such knowledge on the part of such prospective contractor. Any proposal submitted by a prospective contractor, which fails to meet all published requirements of the cited authorities, may, at the option of the USTC, be rejected without further consideration.

#### 1.1.4 Contract Term

The USTC will award a three year contract with two one year optional extensions as may be exercised by the USTC for production, mailing, shipping and related services associated with the Utah 1099G.

It is anticipated the contract will commence no later than August 1, 2001 and terminate July 30, 2003 unless renewed in accordance with the terms of the contract for option years (2 one-year) as may be exercised by the USTC. All costs to the contractor for start-up must be included in the fixed price bid.

#### 1.1.5 RFP Organization

This RFP is organized into 4 Sections. These Sections are:

- Section 1 - Introduction and Rules of the Procurement Provides offers with general information on the objectives of this RFP and the procurement process and rules which will be followed;
- Section 2 - Statement of Work and Form Description Provides offerors with a description of the tasks to be performed and a description of the form;
- Section 3 - Proposal Requirements Provides offerors with instructions on format, content, and schedules for submission of proposal information; and,
- Section 4 - Proposal Evaluation Summarizes how the USTC staff will evaluate proposals.
- Attachment B - Utah State Tax Commission Standard Terms & Conditions

### 1.2 PROCUREMENT APPROACH

#### 1.2.1 Legal Basis

Provisions of this RFP and subsequent contract are pursuant to the authority set forth in Utah Code Annotated §63.56 Utah Procurement Code, as amended, Utah State Procurement Rules (R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

### 1.2.2 Procurement Methodology

The major steps of the procurement approach are as follows:

The proposals shall be submitted in two distinct parts, technical and best and final price proposal, and shall be delivered at the same time. Each packet shall be separately bound and labeled as either the technical or the best and final price proposal.

The technical proposal will be evaluated first using a pass/fail evaluation of mandatory submission requirements followed by a point-scored evaluation based on the evaluation criteria outlined in Section 4.

The USTC, under the supervision of the Contracts and Purchasing Section, may conduct discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions.

Offerors shall be accorded fair and equal treatment with respect to any discussions and revisions of proposals. If during discussions there is a need for clarification or change to this RFP, it shall be amended to incorporate this clarification or change. No oral clarification or change of a proposal shall be accepted by the USTC. All changes made to a proposal shall be reduced to writing by the offeror.

The best and final price proposals will be opened after all technical proposals are evaluated. The best and final price proposal must be submitted on the schedule form contained in this RFP. Photocopies of the form will be accepted however no substitutions will be permitted.

The USTC reserves the right to conduct multiple rounds of best and final offers if it is determined that another round is in the USTC's best interests, additional discussions will be conducted, or the requirements contained in this RFP will be changed. (Offerors should note that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

For purposes of this section, the term "offeror" includes only those businesses submitting proposals that are acceptable or potentially acceptable. The term shall not include those offerors which submitted unacceptable proposals. Upon conclusion of the final round of best and final offers the USTC will rank the proposals based upon the combined technical and price proposal scores. Following this determination, the Contract Officer will immediately submit the proposal evaluation documentation to the Division of Purchasing for review and approval.

### 1.2.3 Procurement Schedule

The following schedule is expected to be adhered to during the procurement period:

Offeror-submitted questions due.....No later than May 29, 2001

Proposals due.....June 12, 2001

Anticipated contract start..... No later than August 1, 2001

## 1.3 PROCUREMENT PROCESS

### 1.3.1 Contract Administration

The State of Utah, Department of Administrative Services, Division of Purchasing will act as Issuing Office on behalf of the USTC. Ms. Phyllis Robins, USTC Purchasing Agent is responsible for the procurement process.

### 1.3.2 Letter of Intent

Prospective offerors are not required to submit a letter of intent to bid. However, written questions in response to this RFP will be accepted and should be addressed to:

Ms. Phyllis Robins  
Utah State Tax Commission  
210 N. 1950 W.  
Salt Lake City, Utah 84134  
FAX (801) 297-3899 or probins@tax.state.ut.us

The questions must be either on the offeror's official business letterhead and must be signed by an individual authorized to commit the company to the work proposed. Or emailed from an individual authorized to commit the company to the work proposed. Submission of questions is not binding on the prospective offeror to submit a proposal. Questions must be physically received no later than 2:00pm, MT, May 29, 2001, at the address, fax number or email address listed above. Late questions or improperly submitted questions will not be answered. Written questions should be submitted in an original and one copy to the Purchasing Agent at the business address specified in Subsection 1.3.2. Written responses to questions without identification of the source of the question, will be sent to all offerors within five working days after May 29, 2001. Offerors should clearly understand that only the answers issued under RFP Addendum are the official position of the USTC and will become part of the subsequent contract. The UTSC will not accept verbal questions from offerors. Such questions and/or

communications initiated by any prospective offeror may constitute a violation of Subsection 1.4.1 of this RFP.

#### 1.3.3. Offerors' Conference

An Offerors' Conference will not be held. In lieu of a conference, offerors are strongly urged to submit written questions.

#### 1.3.4 Procurement Library

A procurement library has not been specifically established by the USTC for this procurement however, offerors should review the information provided through the USTC=s website at [www.tax.ex.state.ut.us/](http://www.tax.ex.state.ut.us/) . In most cases all references to Utah Code Annotated and specifically identified tax types may be found at this site. All possible efforts have been made to ensure that information at the website is complete and the most accurate available from the USTC at this time. However, the USTC does not warrant that the information is indeed complete or current.

Requirements specified in this RFP shall take precedence over any information contained in the website if a conflict exists.

*All offerors should note that in the event they are unable to review this RFP in its entirety in the format provided and develop a comprehensive understanding of the nature of the proposed contract, hardcopy documents may be obtained by contacting the purchasing agent at the address specified in Section 1.3.2 of this RFP. Requests for hardcopy documents must be received no later than 2:00pm M.T. May 16, 2001.*

#### 1.3.5 RFP Amendments

The State reserves the right to amend the RFP prior to the closing time and date for receipt of proposals. Extensions to the bid due date and time may be provided to all potential offerors if any amendment is deemed to have a significant impact on the preparation of proposals.

#### 1.3.6 Proposal Submission

Each proposal must be submitted in an original, six hard copies, **and one electronic copy** including the transmittal letter. The electronic copy should be submitted on a 3 1/2" diskette with text in Microsoft Word©. Facsimile proposals will not be considered.



All proposals must be physically received by the State of Utah, Department of Administrative Services, Division of Purchasing, 3150 State Office Building, Salt Lake City, Utah 84114 prior to 3:00 p.m. MT, June 12, 2001. Late proposals will not be accepted under any circumstances and will be returned to the offeror unopened. The outside cover of the package containing the technical proposals shall be marked:

Substitute Form 1099G  
Bid Number : NO1123  
Technical Proposal  
(Offeror Name)  
(Bid Closing Date and Time)

The outside cover of the package containing the best and final price proposals shall be marked:

Substitute Form 1099G  
Bid Number: NO1123  
Best and Final Price Proposal  
(Offeror Name)  
(Bid Closing Date and Time)

Any amendments to the technical or best and final price proposals shall be submitted in the same manner consistent with the instructions described in this section and clearly labeled as Amendment to Best and Final Price (or) Technical Proposal.

The name, title, mailing address, and telephone number of the offeror's authorized agent with the authority to bind the firm and answer critical questions concerning the proposal must be stated clearly in both the best and final price and technical proposals. Unnecessarily elaborate brochures or representations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Offerors must furnish all information requested in the price and technical proposals. References to literature submitted with previous proposals or otherwise will not satisfy this provision and may cause rejection of the proposal. All proposals received by the State shall upon receipt become and remain the property of the State.

#### 1.3.7 Proposal Amendments and Rules for Withdrawal

Prior to the proposal due time and date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal, signed by the offeror's authorized agent, to the Issuing Office.

Offerors will be allowed to make amendments to their proposal prior to the bid due time and date. These amendments must be submitted in accordance with the instructions in Subsection 1.3.6. The State will not accept any amendments, revisions, or alterations to the proposals after the proposal due date.

However, in the event it is determined by the USTC that additional rounds of Best and Final Offers are necessary, offerors meeting the criteria set forth in Section 1.2.2 of this RFP shall be permitted to amend their proposals.

#### 1.3.8 Acceptance of Proposals

All proposals properly submitted will be accepted by the State. After receipt of the proposals, the State reserves the right to award a contract based upon the terms, conditions, premises, the RFP and the proposal of the selected offeror, without negotiation.

All proposals must be responsive to all requirements of the RFP in order to be considered for the contract award. Any submitted proposal shall remain a valid proposal for six months after the proposal due date.

The State also reserves the right to exclude any and all nonresponsive proposals from consideration for contract award. The State anticipates that the award will be made to the lowest responsive and responsible bidder, as defined in Utah Code Annotated, Title 63, Chapter 56, Part D (7). The State is not required to award to the offeror submitting the lowest dollar offer.

The State reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with RFP specifications and other contract requirements if the offeror is awarded the contract. The State also reserves the right to require offerors, at their own expense, to submit written clarification of a proposal in the manner and the format that the State shall require. Discussion of a technical proposal may be conducted by the procurement officer with any bidder who submits an acceptable or potentially acceptable technical offer under the provisions of R33-3-116 (5) and/or R33-3-212 of the Utah Procurement Rules.

#### 1.3.9 Oral Presentations

No oral presentations for this procurement will be scheduled.

### 1.3.10 Award Notice

The notice of the intent to award a contract will be available in the Purchasing Division office after the proposal evaluations are completed.

## 1.4 RULES OF PROCUREMENT

To facilitate the procurement, various rules have been established. They are described in the following subsections.

### 1.4.1 Restrictions on Communications with USTC Staff.

From the issue date of this RFP until a contractor is selected and the selection is announced, offerors are prohibited from communications with USTC staff regarding this procurement except the Purchasing Agent identified in Subsection 1.3.2., the USTC's Contract Officer, and the Issuing Office.

For violation of this provision, the State shall reserve the right to reject the proposal.

### 1.4.2 Cost of Preparing the Proposals

All costs incurred by the offerors during the preparation of their proposals will be borne by the offerors. The State of Utah will not reimburse the offeror for any such costs.

### 1.4.3 No Contingent Fees

The offeror must warrant in writing in the transmittal letter that it has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract.

For breach or violation of this provision, the State shall have the right to reject the proposal or annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingencies.

#### 1.4.4 Disposition of Proposals

The proposal submitted by the successful offeror shall be incorporated into and become part of the resulting contract. All proposals received by the State shall, upon receipt, become and remain the property of the State of Utah. The State will have the right to use all concepts contained in any proposal, and this right will not affect the acceptance or rejection of the proposal. The selected proposal and supporting documentation will be made available for public inspection upon request following contract award. Proposals of offerors not selected for award will not be available for public inspection. If the offeror selected for award has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the USTC Contract Officer shall examine the request in the proposal to determine its validity prior to award of the contract. If the parties do not agree as to the disclosure of data in the contract, the Contract Officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal it will be disclosed. (Ref. Utah Code Annotated 63-2 and Utah procurement Rules R33-3-210(3)).

#### 1.4.5 Use of Subcontractors

The successful offeror will be designated as the prime contractor and responsible for all of the work to be performed under this contract. Offerors must identify proposed subcontractors in their technical proposal. As a minimum, this identification shall include the name, address, and the scope of work to be performed by such subcontractors. The estimated dollar amount of each subcontract must be listed in the best and final price proposal, not the technical proposal. Any subcontractor not listed at the time of proposal submission shall require the prior written approval of the USTC.

#### 1.4.6 Independent Price Determination

The offeror shall certify in writing in the transmittal letter that the bid was arrived at independently without collusion, consultation, communication, or agreement as to any matter concerning pricing with any other offeror. In addition, the offeror is prohibited from participating in multiple proposals in response to this RFP. The offeror must include a statement in the transmittal letter certifying that the price was arrived at without any collusion or conflict of interest, as described above. Should any conflict of interest be detected at any time during the contract, the contract shall be declared null and void, and the contractor shall assume all costs of this project until such time that a new contractor is selected.

#### 1.4.7 Insurance

Awarding of a contract will be contingent upon the offeror complying with Utah's statutes regarding Worker's Compensation Insurance and submission of written proof of that compliance. The selected contractor will also need to provide evidence of comprehensive liability coverage for its employees and of insurance to protect the State against claims by the contractor's personnel.

## SECTION 2.0 STATEMENT OF WORK AND FORM SPECIFICATIONS

### 2.1 SECTION PURPOSE AND ORGANIZATION

#### 2.1.1 Section Purpose

The purpose of this Section is to establish the scope of work for the Contractor.

#### 2.1.2 Section Organization

This Section is divided into sections corresponding to the following areas:

Quantity;

Form Description;

Variable Data;

Mailing Requirements; and,

Schedule.

### 2.2 QUANTITY

- 2.2.1 Approximately 300,000 forms per year will be printed and mailed. The USTC reserves the right to increase or decrease the quantity based on the total number of 1099G recipients. Contractor must bill only for those forms produced/mailed, as per media received.

### 2.3 FORM DESCRIPTION

- 2.3.1 The 1009G must be a secured mailing. The form must be designed to protect confidential tax information from incidental or accidental self-disclosure. The process proposed by the offeror must be pre-approved by the USTC prior to production.
- 2.3.2 The layout of 1099G must be IRS "Rules and Specifications for Private Printing of Substitute Forms 1096, 1098, 1099, 5498, and W-2G" (Revenue Procedure 2000-28); including, but not restricted nor limited to: ink types and required statements.
- 2.3.3 If a return-mail postcard is to be part of the design, the USTC will absolutely design the postcard half of the mail piece.

2.3.4 The USTC reserves the right to modify the 1099G form at any time for any reason.

## 2.4 VARIABLE DATA

2.4.1 The Contractor shall be responsible for providing the computer resources necessary to perform all tasks defined in the contract throughout the terms of the contract. No State computer resources will be available to the Contractor except those necessary to provide variable data and mailing/addressing information..

2.4.2 Variable data and file layout report will be provided to the successful offeror by the USTC on magnetic tape, CD, or secure Internet data transfer.

2.4.3 All services regarding variable data must be provided in a secure facility, including printing, data processing, imaging and manufacturing.

## 2.5 MAILING

2.5.1 The successful offeror will be responsible to ensure all postage codes are met and all available discounts are taken. This includes construction of the form and format of the mailing addresses. Foreign mail will be sent to the USTC for handling.

2.5.2 Delivery of the final mailings into the U.S. Postal System must be timely and secure.

2.5.3 Mailing verification is required.

## 2.6 SCHEDULE

2.6.1 The USTC will establish all schedules for the production of the 1099G on a yearly basis and reserves the right to modify or amend the schedules at any time for any reason. The 2001 - 2002 schedule is as follows::

1099-G Form Print and Mailing Schedule	Design Start	Design Approval	Form to Contractor	Blue Line Approval	Mail Completion	Foreign Mail
	29-Oct-01	7-Dec-01	14-Dec-01	21-Dec-01	14-Jan-02	7-Jan-02
1099-G Variable Data Schedule	Data Select	Create Data	Data to Vendor	Data Test Approval	Testing Completion	Mailing Completion
	14-Dec-01	17-Dec-01	18-Dec-01	28-Dec-01	7-Jan-02	14-Jan-02

## SECTION 3.0 PROPOSAL REQUIREMENTS

### 3.1 OVERVIEW

The technical and price components of the offeror=s proposal shall comply with the content requirements outlined in this Section. As stated in Subsection 1.3.6, technical and best and final price proposals shall be separately packaged and labeled for submission. The technical proposal package shall also contain the offeror=s transmittal letter.

Requirements for each of these items are presented in Subsections 3.2 and 3.3.

### 3.2 TRANSMITTAL LETTER

The transmittal letter shall be submitted on the offeror=s official business letterhead. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively as a response to this RFP. The transmittal letter must be signed by an individual authorized to commit the company to the scope of work proposed.

In addition, the transmittal letter must include:

- Identification of the offeror=s corporation or other legal entity and all subcontractors, including the percentage of work (as measured by percentage of total price) to be performed by the prime contractor;

- A reference to all RFP amendments received by the offeror to ensure the offeror is aware of all such amendments; if no amendments have been received, a statement to that effect should be included;

- Certification of an independent price determination as referenced in Section 1, Subsection 1.4.6 of this RFP;

- If subcontractors are used, a statement of responsibility for performance of the tasks assigned to a subcontractor;

- A statement that the production will meet the specifications set forth in this RFP, or clearly specify any deviations from the RFP;

- A statement certifying the offeror=s agreement to the production schedule contained in the RFP and agreeing to be bound to the dates contained therein;

- A statement acknowledging and agreeing to all of the rights of the USTC contained in the provisions of this RFP, including procurement rules, terms and



conditions, and all other rights and terms specified in this RFP;

Certification that no contingency fees have been paid for purposes of securing this contract;

Certification that the contractor=s offer will be firm and binding without any reference to price submitted for six months from the due date for receipt of proposals , as referenced in Section 1, Subsection 1.3.8;

A statement that no cost or pricing information has been included in the technical proposal;

All proposals submitted by corporations must contain a certification by the secretary or other appropriate corporate official, other than the signer of the proposal, that the official signing the proposal has the authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal.

### 3.3 TECHNICAL PROPOSAL REQUIREMENTS

The technical proposal submitted in response to this RFP shall include the following sections:

Executive Summary;

Approach to Contract Performance and Production Capabilities

Company Experience and Samples of Previous Work.

#### 3.3.1 Executive Summary

The Executive Summary should contain a condensed review of the contents of each of the major sections of the technical proposal to provide members of the Evaluation Committee with a broad understanding of the entire proposal. The Executive Summary should present highlights from the offeror=s proposal. A brief discussion of the offeror=s overall approach to understanding the construction, printing, mailing, and criticality of adherence to the schedules should be presented. An overview of the offeror=s organization and prior experience should conclude the Executive Summary.

### 3.3.2 Approach to Contract Performance and Production Capabilities

This section of the technical proposal shall describe the offeror=s approach to the contractor responsibilities necessary for successful performance. A detailed work plan for the project is required. The work plan shall be augmented by production schedules.

The approach to contract performance shall also include a discussion of how the offeror will comply with the general form construction standards contained in this RFP.

The offeror=s proposed approach to contract management during the life of the contract should also be provided. This discussion should include references for past performance.

The offeror must describe in detail the production capabilities it possess in order to assure the USTC that the contractor can adhere to the ridged production schedule for the 1099G form and associated mailing. A discussion of contingency plans in the event of mechanical breakdowns, computer system failures, etc. must also be included in this section.

Physical locations for major contract functions should be identified in this section, including backup facilities and alternative work sites. Subcontractor locations must also be identified in this section.

### 3.3.3 Company Experience

The company experience section of the technical proposal shall include general corporate information and specific previous experience. Financial statements are required to demonstrate fiscal solvency for the initial operations prior to contractor reimbursement. Minimum information required under each of these major headings is described in the following paragraphs.

Corporate Information

Corporate information must include:

Date established;

Ownership (public company, subsidiary, partnership, etc.);

Number of employees;

Profit or non-profit status;

Computer resources and extent to which the offeror has the capabilities to

generate mailing addresses from electronic data.

### Financial Statements

Financial statements for the most recent two years must include:

Balance sheets;

Statements of income;

Statements of changes in financial position;

Auditor=s reports;

Annual reports if organization issues them.

### Previous Experience

A history of the offerors previous experience with the printing of 1099G forms or similar documents, as well as mailing must be provided. Indicate all previous experience with related printing projects or like-printed material. In each case, list the client=s name, printing project, types of services provided, and inclusive dates of the contractors.

In addition, for projects within the last five years, provide the name, address, and current telephone number of the client=s responsible project administrator or of a senior official of the client who is familiar with the offeror=s performance and who may be contacted by USTC during the evaluation process.

### Project Descriptions

A project description of each of the references listed above shall be included. It shall include the scope of the project, including personnel requirements and the printing volume, where applicable. The project descriptions shall provide a description of the work performed, the time period of the project, person-weeks expended, and contract costs.

### Samples

Samples of similar or like products are required. The offeror should clearly identify which of the samples provided is being proposed for the USTC's requirements. It is incumbent upon the offeror to provide a sample of the most cost effective, in terms of construction, printing and mailing, that the offeror is capable of producing to meet the

requirements of the 1099G and the USTC's overall requirements.

### 3.4 BEST AND FINAL PRICE PROPOSAL REQUIREMENTS

The best and final price proposal shall consist of one overall pricing schedule presenting the total fixed price bid for the entire contract period, as well as detailed pricing schedules for the various types of forms, e.g. self-mailer, 8 1/2" x 11" insert, etc. that the offeror is capable of producing for each of the three, plus two option years of the contract.

Pricing schedules that shall be required from all offerors are depicted on the following pages. Only these pricing schedules or exact reproductions shall be acceptable.

Where a signature block is indicated, pricing schedules must be signed and dated by an appropriate company official.

#### 3.4.1 Best and Final Price Proposal Format

The Best and Final Price Proposal shall contain the following pricing schedules:

Pricing Schedule A - Total Evaluated Price Bid;

Pricing Schedule B Firm Fixed Prices for the various types of forms.

The Total Evaluated Price Bid, Pricing Schedule A, shall present a summary of all amounts bid for performance of all activities included in the scope of work contained in this RFP.

Pricing Schedule B shall include an annual firm fixed price for a given 1099G form.

#### 3.4.2 Contractor Reimbursement

All Contractor reimbursement paid under this contract shall be based upon the pricing schedules. The firm fixed price bid for each year may differ to reflect changes in volume and the possibility that the USTC may, in future years, require modifications and/or new forms, or other cost factors during the contract period. The USTC does not guarantee the accuracy of the projected printing volume shown on the pricing schedules. However, provisions for adjustment to contractor reimbursement because of volume variances may be requested by the contractor to the USTC or the USTC to the contractor.

#### 3.4.3 Best and Final Rounds

In compliance with Utah Administrative Rule R33-3-212 additional rounds of best and final offerors may be requested solely at the discretion of the USTC. Additional rounds of Best and Final submissions will be conducted if it is determined that it is in the best interests of the USTC, and additional discussions will be conducted with offerors submitting acceptable or potentially acceptable proposals or the USTC's requirements will be changed.

## SECTION 4.0 PROPOSAL EVALUATION

### 4.1 OVERVIEW

The USTC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort.

The evaluation will be conducted in four phases:

- Phase I - Evaluation of Mandatory Technical Requirements
- Phase II - Evaluation of Technical Proposals
- Phase III - Evaluation of Best and Final Price Proposals
- Phase IV - Ranking and Selection

These Phases are described in the sections following the discussion of the proposed evaluation organization.

### 4.2 EVALUATION ORGANIZATION

An Evaluation Committee will be established to assist the USTC in the selection of the contractor.

The Evaluation Committee will be comprised of USTC staff representing such areas as Forms Group, Purchasing and other representatives from the USTC Processing Divisions. The Evaluation Committee will be responsible for reviewing and scoring the proposals received in response to this RFP.

State officials who are not members of the committees may observe the evaluation and selection process. The USTC reserves the right to alter the composition of these committees and their respective responsibilities.

### 4.3 PHASE I - EVALUATION OF MANDATORY TECHNICAL REQUIREMENTS

The purpose of this phase is to determine if each technical proposal is sufficiently responsive to the RFP to permit a complete evaluation of it.

Proposals will be evaluated to determine if they comply with the instructions to offerors specified in this RFP. Failure to comply with the instructions will deem a proposal nonresponsive, except that the USTC reserves the right to waive minor irregularities and request compliance from the offeror. Any technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the USTC. The USTC reserves the right to reject any and all proposals.

#### 4.4 PHASE II - EVALUATION OF TECHNICAL PROPOSALS

Only those proposals passing the mandatory technical requirements will be considered in Phase II.

Corporate reference checks will be made as part of the evaluation process. Reference checks will not necessarily be limited to specific customer references cited in the proposal.

##### 4.4.1 Technical Proposal Categories and Points

The evaluation of technical proposals will involve the point scoring of each proposal in each of 2 areas according to pre-established criteria. A maximum of 60 points will be available for each technical proposal. The areas and their maximum points available are as follows:

Approach to Contract Performance and Production Capabilities: 30

Corporate Experience and Samples of Previous Work: 30

Pass/fail questions related to the Executive Summary may also be used for evaluation purposes.

Detailed evaluation criteria have been developed to cover each of these areas. **Offerors should note that the entire evaluation will place considerable emphasis on demonstrated experience, past performance on printing and mailing of a similar nature.**

The USTC may choose to use minimum threshold levels to establish which proposals are technically responsive. If thresholds are used, they will be a two-stage process, and each threshold must be achieved to proceed with the business proposal evaluation. The thresholds would be:

Minimum of sixty percent for each of the two areas which points are scored;

Minimum of 36 total points scored.

The following paragraphs describe in general terms the factors covered by the detailed criteria.

#### Approach to Contract Performance

The evaluation of the approach to contract performance will focus on the adequacy of the offeror=s proposed approach to both start-up (Planning Phase) and Production Phase responsibilities. It will also assess the extent of planning for the successful completion of these tasks evident in the offeror=s work plan.

The proposed approach for meeting performance requirements will be considered in terms of completeness, acceptability, and compliance with RFP standards. The adequacy of the proposed approach to scheduling and timeliness will be assessed as well as the offeror=s previous performance on other projects.

#### Production Capabilities

An evaluation of the offeror's detailed production capabilities it possess in order to determine whether or not the contractor can adhere to the ridged production schedule for the 1099G form and associated mailing. The evaluation will include a review of the offeror's contingency plans in the event of mechanical breakdowns, computer system failures, etc.

Physical locations for major contract functions, including backup facilities and alternative work sites will also be included in the evaluation.

#### Corporate Experience and Previous Work Samples

The evaluation of corporate experience will focus on the combinations of corporate qualifications and the quality of past experience. The detailed evaluation criteria will cover the following:

- Corporate resources of the organization, including personnel, computer hardware, and financial stability.

- Relevance and quality of experience in areas such as:

  - 1099G Printing;

  - Similar Printing;



Forms Design;

Experience with Variable Data;

Computer Operations; and,

Mailing.

The USTC will conduct reference checks to verify the accuracy of submitted sample materials and to ascertain the quality of the experience. The USTC reserves the right to pursue any reference or to selectively contact submitted references to assist in completing this component of the Technical Proposal evaluation.

#### Samples

The evaluation of samples will include

Construction Quality;

Printing Quality;

Readability;

Security of Information contained in the sample; and,

Overall similarity to the requirements of the 1099G.

#### 4.4.2 Assigning Point Values to Technical Proposals

Scoring of each of the two major areas in each technical proposal shall be done using pre-established criteria and predefined scoring values. Each criterion within an area will be independently scored by evaluators. After scoring all criteria in each proposal and all proposals, weighted point values will be applied. Scoring weights will not be available to the Evaluation Committee but will be applied to raw scores by the designated USTC staff. Weighted point values for all criteria in an offeror=s proposal will then be tallied. These tallied scores will then be compared to the threshold minimums if thresholds are used by the USTC. The final technical is then calculated using an established formula.

#### 4.5 PHASE III - EVALUATION OF THE BEST AND FINAL PRICE PROPOSALS

If thresholds are used by the USTC, only those technical proposals passing both criteria will be considered for Phase III evaluation. For each technical proposal considered in Phase III, the corresponding best and final price proposal will be evaluated to determine its compliance with the instructions to offerors listed in Section 2 of this RFP. The best and final price proposals will be examined to determine if they are consistent with each other and that a variance of more than a positive ten percent per year will not be acceptable.

Any best and final price proposal that is incomplete or in which there are significant inconsistencies, unreasonable variances among the years as proposed or inaccuracies may be rejected by the USTC. No deviations, qualifications, or counter offerors will be accepted. The USTC reserves the right to reject all proposals.

The Total Fixed Price on Pricing Schedule A will be used for purposes of evaluation and point award. Forty points will be awarded for the lowest acceptable price presented in the business proposal. Points for other bids will be awarded using a Division of Purchasing pre-established formula

#### 4.6 PHASE IV - RANKING AND SELECTION OF PROPOSALS

After the best and final price proposals have been scored, the points awarded to the best and final price proposal will be added to the points awarded to the respective technical proposals to determine the final ranking and recommendations of the Selection Committee. The highest possible total score is 100 hundred points. The ranking and recommendations, along with pertinent supporting materials, will be conveyed to The State of Utah, Division of Purchasing for approval of the selection and contract award.

## PRICING SCHEDULE A

### TOTAL EVALUATED PRICE BID

The cost and pricing data presented in this schedule should represent the offerors most cost effective method of construction, printing and mailing of the form being proposed in the offerors Technical Proposal.

#### CONSTRUCTION AND PRINTING (Based upon 300,000 pieces)

Firm Fixed Price Bid for Year 1 \$\_\_\_\_\_ (@\$\_\_\_\_\_/ea.)

Firm Fixed Price Bid for Year 2 \$\_\_\_\_\_ (@\$\_\_\_\_\_/ea.)

Firm Fixed Price Bid for Year 3 \$\_\_\_\_\_ (@\$\_\_\_\_\_/ea.)

#### POSTAGE (at now current rates; based upon 300,000 pieces)

Cost for Year 1 \$\_\_\_\_\_

Cost for Year 2 \$\_\_\_\_\_

Cost for Year 3 \$\_\_\_\_\_

TOTAL BEST AND FINAL PRICE \$\_\_\_\_\_  
(add all six preceding lines)

Signature of Authorized Corporate Official \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## PRICING SCHEDULE B\*

### ALTERNATIVE FORM CONSTRUCTION COST AND PRICING DATA

The cost and pricing data presented in this schedule should represent the offerors alternative methods of construction, printing and mailing of the form.

#### CONSTRUCTION AND PRINTING (Based upon 300,000 pieces)

From Type: \_\_\_\_\_  
(If sample has been provided in the offerors Technical Proposal, please indicate which sample corresponds to this respective cost)

Firm Fixed Price Bid for Year 1 \$ \_\_\_\_\_ (@ \$ \_\_\_\_\_ /ea.)

Firm Fixed Price Bid for Year 2 \$ \_\_\_\_\_ (@ \$ \_\_\_\_\_ /ea.)

Firm Fixed Price Bid for Year 3 \$ \_\_\_\_\_ (@ \$ \_\_\_\_\_ /ea.)

#### POSTAGE (at now current rates; based upon 300,000 pieces)

Cost for Year 1 \$ \_\_\_\_\_

Cost for Year 2 \$ \_\_\_\_\_

Cost for Year 3 \$ \_\_\_\_\_

TOTAL PRICE \$ \_\_\_\_\_  
(add all six preceding lines)

Signature of Authorized Corporate Official \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

\*This schedule (B) may be reproduced as necessary to permit the offeror to submit cost and pricing data for each sample submitted and/or for each type of form the offeror is capable of producing that meet the 1099G requirements).

## ATTACHMENT B

### UTAH STATE TAX COMMISSION CONTRACT STANDARD TERMS AND CONDITIONS

In addition to the State of Utah "Standard Terms and Conditions" (Attachment A) offerors must, by submission of a proposal, agree to the specific terms and conditions of the Utah State Tax Commission to be considered for any contract award. The terms and conditions contained herein, as may be modified, shall be made apart thereof any contract awarded on behalf of the Utah State Tax Commission.

1. **Contract Composition.** The composition of the contract resultant from any competitive procurement process, and others as may be determined, shall include: a) the contract and any amendments to the contract; b) the Request for Proposals (RFP), inclusive of all addenda, attachments, and exhibits, or other applicable procurement documents; c) the awarded contractor's proposal or bid; d) all requirements of Utah Code Annotated, the Utah procurement Rules, and the State Purchasing Policies and Procedure guidelines.
2. **Contract Interpretation.** Notwithstanding the relevant provisions of these terms and conditions, the order presented in section 1 above shall govern in cases of dispute. In the event of any conflict in the language among any components of the contract, the RFP shall govern. The Utah State Tax Commission reserves the right to clarify any contractual relationship in writing and such clarifications will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of the Utah State Tax Commission.
3. **Entire Agreement.** The contract in the incorporated composite form represents the entire agreement between the contractor and the Utah State Tax Commission, and it supercedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.
4. **Contract Term.** The contract shall begin on the date it is signed by the duly authorized representative of the Utah State Tax Commission and approved by the State of Utah, Department of Administrative Services, Division of Purchasing. The base contract shall be for a period of no more than three years with two one-year renewal options as may be exercised at the discretion of the Utah State Tax Commission.
5. **Change Orders and Modifications.** The Utah State Tax Commission Contract Officer may, at any time, by written order delivered to the contractor at least fifteen days prior to the commencement date of such change and without notice to the sureties, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract whether changed or not by any such order, an equitable adjustment as mutually determined by the Utah State Tax Commission and the contractor shall be made in the contract price or delivery schedule or both. Any claim by the contractor for equitable adjustment under this provision must be asserted in writing to the Utah State Tax Commission within fifteen calendar days from the date of receipt by the contractor of the notification. Failure to agree to any adjustment shall be considered a dispute within the meaning of the disputes provision of the contract. Nothing contained herein this clause shall in any manner excuse the contractor from proceeding diligently with the contract as changed or modified.
6. **Notice of Change.** In the event, at any time during the course of this contract, the Contractor recognizes the need or becomes aware of the need to modify the conditions of this contract, either in scope or cost, the Contractor shall immediately notify the Contract Officer of such need and provide written documentation supporting the need and such documentation shall be in sufficient detail for the Contractor Officer to determine the validity and merit of a change to the contract.
7. **Contractor Declaration.** The Contractor recognizes that the only individual(s) authorized to bind the Utah State Tax Commission to any modification in the scope of work, schedules, increased costs, or other modifications to the contract are the Executive Director, the Contract Officer, and the Purchasing Agents. The Utah State Tax Commission shall not be obligated to the Contractor for any costs incurred by the Contractor for modifications to the contract without the prior written approval of the authorized Utah State Tax Commission.
8. **Right to Suspend.** If at any time during the contract, the Contract Officer of the Utah State Tax Commission determines that the best interest of the State would be served by temporarily suspending the contract or any part thereof, he shall do so by providing the contractor with a written notice to that effect. The contract, shall immediately upon receipt of such notice, cease all work covered under the contract as directed in the notice for the period of time specified in the notice.
9. **Ownership of Information.** The Utah State Tax Commission shall own and retain unlimited rights to use, disclose, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented, stored, or furnished by the contractor under the contract. The contractor expressly agrees not to use data furnished by the Utah State Tax Commission for independent projects without the prior written permission from the State. In all cases, the provision of Section 15 in the Standard Terms and Conditions (Attachment A) shall apply.
10. **Indemnification.** The contractor agrees to indemnify, defend, save, and hold harmless the Agency from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the contractor, its agents, or employees, including but not limited to, any occurrence of omission or commission or negligence of the contractor, its agents, or employees, and more specifically, without limitation: Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Agency regulations and State statutes by the contractor, its officers, employees, or subcontractors in the performance of the contract; Any claims or losses resulting to any person or firm injured or damaged by

- the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data involved under the contract in a manner not authorized by the contract or the Agency; Any failure of the contractor, its officers, employees, or subcontractors to observe Utah laws, including but not limited to, labor laws and minimum wage laws.
11. **Inspection Prior to and During Production/Performance.** The State of Utah, Utah State Tax Commission, Department of Administrative Services, Division of Purchasing, or their authorized representatives shall, at all reasonable times, have the right to enter the contractor's premises or such other places where responsibilities under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The contractor and all subcontractors must provide reasonable access to all facilities, all records relating to the contract, and assistance to the State representatives.
  12. **Warranty of Products/Services.** Notwithstanding prior acceptance by the Utah State Tax Commission of a contractor deliverable, the contractor shall expressly warrant that all delivered products, documentation, and services are compliant with the terms of this agreement. The contractor must correct all errors and design deficiencies and replace incorrect or defective documentation. Such corrections and/or replacements must occur within the time frame specified in the notice from the Utah State Tax Commission to the contractor of such deficiencies or within such period as may be necessary to make corrections using all due diligence and dispatch as agreed upon between the Utah State Tax Commission and the contractor. If the contractor fails to repair an identified error, deficiency, or defect within such period, the Utah State Tax Commission may, at its sole discretion, act to repair, and the contractor expressly agrees to reimburse the Utah State Tax Commission for all costs incurred thereby. Nothing in this provision implies any relief from the imposition of damages for associated deficiencies by the Utah State Tax Commission on the contractor during the life of the contract and for any warranty period.
  13. **Subcontracts.** Suppliers of equipment and routine purchase orders necessary for the performance of contract obligations shall not be considered subcontractors. Any purchase of services by the contractor wherein the contractor does not exercise full, complete, and direct control over the performance of the purchased services shall be considered a subcontract. All subcontractors shall require the prior written approval of the Utah State Tax Commission.
  14. **Assignment.** The contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract to change in ownership.
  15. **Performance Bond.** A performance bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of \$100,000.00 conditioned upon the prompt, proper, and efficient performance of the contract may be required at the time of contract execution.
  16. **Financial Accounting.** The contractor shall be charged with presumptive knowledge of the policies and requirements set forth in State of Utah Administrative Rule §R33-3-8 concerning cost or pricing data and analysis including and specifically §R33-3-808.
  17. **Conformance with State Regulations.** The contractor shall be required to conform to all State laws, rules, and policies as they exist or as may be amended from time to time. In the event that the contractor may request the Utah State Tax Commission to issue policy determinations or operating guidelines required for proper performance of the contract, the Utah State Tax Commission shall do so in a timely manner, and the contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the contractor acts negligently, maliciously, fraudulently, or in bad faith.
  18. **Waiver.** No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by written agreement of the parties, and forbearance of indulgence in any of the form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or the undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any forbearance or indulgence.
  19. **Disputes.** Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Utah State Tax Commission Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Contract Officer shall be final and conclusive unless within five working days from the date of receipt of such copy the contractor mails or otherwise furnishes to the State of Utah, Chief Procurement Officer, a written appeal addressed to the Office of the Chief Procurement Officer, Division of Purchasing, Department of Administrative Services, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114. The appeals process and remedies shall be governed in accordance with Utah Code Annotated §63-56-46 - 63-56-64. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the decision.
  20. **Jurisdiction.** The laws of the State of Utah shall govern all aspects of the contract. Any lawsuit or legal action in which the Utah State Tax Commission is a party, arising out of or on account of the contract or the relationship of the parties must be brought in the courts of the State of Utah, and venue shall be in Salt Lake County, Utah. Any subcontracts of the contractor relating to the work performed under this contract must contain this or a similar provision.
  21. **Contract Administration.** The contract shall be administered for the State by the Utah State Tax Commission. The Executive Director or his designee shall be the final authority to act for the Utah State Tax Commission under the contract, including resolution of contractual matters. Any direction by the Executive Director or designee shall be binding on the contractor. Whenever the Utah State Tax Commission is required by the terms of the contract to provide written notice to the contractor, such notice shall be signed by the Executive Director or designee. The Executive Director or designee shall approve all amendments and changes and all invoices for payment to the contractor, sign all notices regarding performance and potential damages issued throughout the life of the contract, and sign all other documents requiring formal approval by the Utah State Tax Commission. For purposes of this contract, the Contract Officer shall act as the designee.
  22. **Notices.** Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery if delivered by hand or three days after posting if sent by registered or certified-mail, return receipt requested. Notices to the Utah State Tax Commission shall be addressed as follows: Mr. Paul F. Mash, Contract Officer, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes

later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

23. **Award of Related Contracts.** The Utah State Tax Commission may undertake or award supplemental or successor contracts for work related to this contract or any portion thereof. The contractor shall be bound and obligated to cooperate fully with such other contractors and the Utah State Tax Commission in all cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.
24. **Price Adjustment.** The price quoted by the contractor for the each year of the contract may be subject to renegotiations if both the following occur: (1) the scope of work and/or a pre-approved increase in deliverables, reports, or documentation requirements increase significantly from the RFP and (2) if price adjustment is requested by the contractor or the Agency, the contractor can demonstrate to the Utah State Tax Commission's satisfaction that a price adjustment is or is not warranted. No price change, which results in additional payments to the contractor, will be effected without contractor demonstration through financial records that additional payments are warranted. The contractor shall certify and demonstrate that the 1099G Form, other deliverables, reports, and/or documentation requirements increased resulting in augmented costs to the Contractor
25. **Patent or Copyright Infringement.** The contractor, at its expense, will defend any claim or suit which may be brought against the State of Utah or the Utah State Tax Commission for the infringement of United States patents or copyrights arising from the contractor's of the Utah State Tax Commission's use of any equipment, materials, software, products, or information prepared or developed in connection with the performance of the contract in any suit, will satisfy any final judgement for such infringement whether it is resolved by settlement or judgement. If principles of governmental or public law are involved, the State of Utah and/or the Utah State Tax Commission may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractors with the contractor's written consent. If, in the contractor's opinion, the equipment, materials, or information mentioned in the preceding paragraphs are likely to or become the subject of a claim of infringement, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Utah State Tax Commission's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the Utah State Tax Commission to continue the use of such equipment, materials, and information. In the event of equipment and/or software substitution, the Utah State Tax Commission must protect its interests in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software. The contractor shall, in any such suit, satisfy any damages for infringement assessed against the State of Utah, the Utah State Tax Commission, its divisions, officers, employees, or agents resulting from said lawsuit, whether it is resolved by settlement or judgement.
26. **Federal, State, and Local Taxes.** In addition to the provision of section 13 of the State of Utah Standard Terms and Conditions the contractor shall be responsible to pay all taxes lawfully imposed upon it with respect to this contract or any product delivered or developed in accordance herewith. The Utah State Tax Commission makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the contractor.
27. **Publicity.** Any publicity given to the Utah State Tax Commission and/or the State of Utah for products or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the contractor shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission.
28. **Termination of the Contract for Default.** The contract may be terminated by the Utah State Tax Commission subject to the provisions of the contract for contractor default, convenience of the State of Utah, unavailability of funds, and contractor financial instability. A. Termination for Default - The State may terminate this contract in whole, or in part, whenever the Utah State Tax Commission determines that the contractor or subcontractor has failed to satisfactorily perform its contract duties and responsibilities and is unable to cure such failure within a reasonable period of time, as specified in writing by the Contract Officer, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as A Termination for Default. Upon determination by the Utah State Tax Commission that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contract Officer shall notify the contractor of the failure and establish a reasonable time period in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the Contract Officer will notify the contractor that the contract in full or in part has been terminated for default. If, after notice of termination for default, it is determined by the State or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly. In the event of termination for default, in full or in part as provided by this clause, the Utah State Tax Commission may procure, upon such terms and in such manner as the State may deem appropriate, services similar to those terminated, and the contractor shall be liable to the State of Utah for any excess costs for such similar service and all other damages allowed by law. In addition, the contractor shall be liable to the State for administrative costs incurred by the Utah State Tax Commission in procuring such similar services. Payment for such costs may be assessed against the contractor's performance bond. In the event of termination for default, the contractor shall be paid for those deliverables, which the contractor has delivered to the State. Payments for completed deliverables, delivered to and approved by the Utah State Tax Commission shall be at the contract price less any amounts for assessed damages. Payment for partially completed deliverables, delivered to and not yet approved by the Utah State Tax Commission shall be an amount determined by the State, taking into consideration any assessed damages, not to exceed the cost of that deliverable. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
29. **Termination of the Contract for Convenience.** The State may terminate performance of work under the contract in whole or in part whenever for any reason the Utah State Tax Commission shall determine that such termination is in the best interest of the State of Utah. In the event that the Utah State Tax Commission elects to terminate the contract pursuant to this provision, the Contract Officer shall notify the contractor of the basis and extent of termination. Termination shall be effective on the date specified in the notice, and the contractor shall comply with all specified provisions of the termination notice. Upon receipt of notice of termination for convenience, the contractor shall be

paid the following: a) at the contract price(s) for completed deliverables delivered to and accepted by the Utah State Tax Commission for which they have not previously been paid, taking into consideration any assessed damages; b) at a reasonable price negotiated between the contractor and the Utah State Tax Commission for partially completed deliverables less any amounts for assessed damages, with the amount for each deliverable not to exceed the cost of that deliverable specified in the contract. In the event of a failure to agree upon a reasonable price, the matter shall be resolved in accordance with the Disputes provisions of the contract.

30. **Termination of the Contract for Unavailability of Funds.** It is understood and agreed by the parties hereto that all obligations of the Utah State Tax Commission, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State funds, and in no event shall the Utah State Tax Commission be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified services to be performed hereunder for any reason whatsoever, the Contract Officer shall notify the contractor of such reduction of funds available and the Utah State Tax Commission shall be entitled to reduce the Utah State Tax Commission's commitment hereunder or to terminate the contract as it deems necessary.
31. **Termination of the Contract for Financial Instability.** In the event that the contractor becomes financially unstable to the point of threatening the ability of the Utah State Tax Commission to obtain the services provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this contract. In the event the Utah State Tax Commission elects to terminate the contract under this provision, it shall do so by the Contract Officer sending notice of termination to the contractor specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall immediately so advise the Utah State Tax Commission. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract.
32. **Procedure on Termination.** Upon delivery by certified mail to the contractor of a Notice of Termination, specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall: a) stop work under the contract on the date specified and to the extent specified in the Notice of Termination; b) place no further orders or subcontracts for materials, paper, services, or facilities; c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; d) assign to the State in the manner and to the extent directed by the Contract Officer all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State shall have the right. In its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; e) complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; f) take such action as may be necessary, or as the Contract Officer may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor, and in which the Utah State Tax Commission has or may acquire an interest. The contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
33. **Termination Claims.** After receipt of a Notice of Termination, the contractor shall submit to the Contract Officer any termination claim in the form and with the certification prescribed by the Contract Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Contract Officer within such six month period or authorized extension thereof. However, if the Contract Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six month period or any extension thereof. Upon failure of the contractor to submit its termination claim within the time allowed, the Contract Officer may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon cause to be paid to the contractor the amount so determined. In no case shall the contractor's termination claims include any claim for unrealized anticipatory profits. Subject to the provisions of the previous paragraph and subject to any review required by the State procedures in effect as of the date of the execution of the contract, the contractor and the Utah State Tax Commission may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly. In the event of the failure of the contractor and the Utah State Tax Commission to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the Contract Officer shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall cause to be paid to the contractor the amount so determined. The contractor shall have the right of appeal, as stated under the Disputes provisions, from any such determination made by the Utah State Tax Commission.
34. **Damages and Liabilities.** Liquidated Damages - the purpose of liquidated damages is to ensure adherence to the performance requirements in the contract. No punitive intention is inherent. It is agreed by the USTC and the contractor that, in the event of a failure to meet the performance requirements listed below, damage shall be sustained by the State of Utah and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State of Utah will sustain in the event of and by reason of such failure, and it is thereby agreed that the contractor will pay the USTC for such failures at the sole discretion of the USTC according to the following: A) 1099G Construction Defects - Requirement: All 1099G forms provided under the contract, as may be amended from time to time, must be compliant with all specifications contained in the RFP and in the contract and must meet or exceed industry standards; Damage: If for any reason within the scope of the Contractor's control, the Contractor is unable to produce the Utah Substitute Form 1099G as specified in the RFP and the contract, as may be amended, one dollar (\$1.00) for each defective, unacceptable, or unproduced/undelivered 1099G Form may be assessed. B) Security - Requirement: each Utah Substitute Form 1099G constructed by the Contractor must be constructed in a manner that fully protects the confidential tax information contained therein; Damage: If for any reason within the Contractor's control confidential tax information is not protected within the 1099G form as specified in the RFP and the contract, as may be amended from time to time, one hundred dollars (\$100.00) per occurrence may be assessed. C) Schedule - Requirement: All 1099G forms must be in the U.S. Postal mail stream no later than the schedule provided in the RFP and the contract, as may be amended from time to time or a date mutually agreed to and contained within the ordering documents; Damage: A two percent deduction per day against the Contractor's invoice, may be



assessed on 1099G forms that fail to meet the schedule contained in the RFP and the contract, as may be amended from time to time, from the date beginning with the date following the due date(s). A written request for extension must be received by the USTC Contract Officer ten (10) working days prior to the specified due date to be eligible for extension. All approvals for extension are at USTC discretion.

35. **Warranty Against Brokers' Fees.** The contractor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the contractor or a company regularly employed as its marketing agent to solicit or secure this contract. The contractor shall further warrant that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent any fee, commission, percentage, brokerage fee, emolument, gifts, or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of the warranty, the Utah State Tax Commission shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise received the full amount of such fee, commission, percentage, brokerage fee, emolument, gifts, or contingent fees.
36. **Gratuities.** The contractor shall not at any time during the period of this contract permit any individual employed by the State of Utah, or appointed or elected officials of the State of Utah to gain a share of the contract or to benefit therefrom directly or indirectly because of a financial interest in the contract, or any subcontractor, or any affiliate of any subcontractor. A violation of this provision shall constitute additional grounds for immediate termination of the contract. Furthermore, such violation shall be submitted to the Utah State Attorney General for whatever further action may be deemed feasible and/or appropriate.
37. **Confidentiality of Taxpayer Information.** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements: a) all work shall be performed under the supervision of the Contractor or the Contractor's employees; b) any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited; c) all returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material; d) The Contractor certifies that the data processed during the performance of this Contract shall be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures; e) Any intermediate hard copy printout which may result during the processing of IRS data shall be given to the Commission or its designee. When this is not possible, the Contractor will be responsible for the destruction of any intermediate hard copy printouts, and shall provide the Commission or its designee with a statement containing the date of destruction, description of material destroyed, and the method used; f) no work involving information furnished under this Contract will be subcontracted without specific approval of the Commission; g) the Contractor will maintain a list of employees authorized access. Such list will be provided to the Commission and, upon request, the IRS reviewing office; h) the Commission will have the right to void the Contract if the Contractor fails to provide the safeguards described above. Criminal/Civil Sanctions: a) each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such office and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n); b) additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Additionally, in performance of this Contract, the contractor agrees to comply with IRC 6103, IRC 7213 and IRC 7431.

## MAIL TO:

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

## Request for Proposal



Solicitation Number: NO1123

Due Date: 06/12/01 at 3:00 P.M.

Date Sent: May 14, 2001

## Agency Contract

## ATTACHMENT D

Goods and services to be purchased: PRINTING OF TAX REFUNDS PAID, TC-1099-G

## Please complete

Company Name Moore Business Communication Services		Federal Tax Identification Number 16-0331690	
Ordering Address 1077 1/2 North Main Ste. B	City Logan	State UT	Zip Code 84341
Remittance Address (if different from ordering address) 135 South LaSalle, Dept. 4904	City Chicago	State IL	Zip Code 60674-4904
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person Gary Griffin		
Telephone Number (include area code) (435) 755-4280	Fax Number (include area code) (435) 755-4495		
Company's Internet Web Address www.moore.com	Email Address gary.s.griffin@email.moore.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) NET 30	Days Required for Delivery After Receipt of Order (see attached for any required minimums) As required by RFP Schedule		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <u>X</u> No _____. If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature 		Date 6/5/01	
Type or Print Name Gary S. Griffin		Position or Title Account Executive	

STATE OF UTAH  
DIVISION OF PURCHASING

## Request for Proposal

Solicitation Number: N01123

Due Date: 06/12/01

Vendor Name: MOORE NORTH AMERICA

PRINTING OF TAX REFUNDS PAID, TC-1099-G. MAILER TO BE PRODUCED FOR MAILING TO TAXPAYERS, PER THE ATTACHED SPECIFICATIONS.

QUESTIONS ON SPECIFICATIONS CALL PHYLLIS ROBINS AT (801) 297-8964. QUESTIONS ON PURCHASING PROCESS CALL NANCY ORTON AT (801) 538-3148. RX: 120 2PR00000001.

Ship To: SALT LAKE CITY UT 84116

FREIGHT CHARGES (if applicable)

N/A

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one) <input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify) NMFC Class # _____ NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## PRICING SCHEDULE A

### TOTAL EVALUATED PRICE BID

The cost and pricing data presented in this schedule should represent the offerors most cost effective method of construction, printing and mailing of the form being proposed in the offerors Technical Proposal.

### CONSTRUCTION AND PRINTING (Based upon 300,000 pieces)

Firm Fixed Price Bid for Year 1	\$ <u>36,000</u>	(@\$ <u>12 cents /ea.</u> )
Firm Fixed Price Bid for Year 2	\$ <u>37,500</u>	(@\$ <u>12.5 cents /ea.</u> )
Firm Fixed Price Bid for Year 3	\$ <u>39,000</u>	(@\$ <u>13 cents /ea.</u> )

### POSTAGE (at now current rates; based upon 300,000 pieces)

Cost for Year 1	\$ <u>48,000</u>	(based on average of <u>16 cents ea.</u> )
Cost for Year 2	\$ <u>49,440</u>	(based on <u>3% increase</u> from previous year)
Cost for Year 3	\$ <u>50,923</u>	(based on <u>3% increase</u> from previous year)

TOTAL BEST AND FINAL PRICE \$ 260,863  
(add all six preceding lines)

\*NOTE: Postage will be separate from construction and printing. Actual Postage costs will be documented and billed. Postage Rates are subject to change by USPS. Postage amounts shown are estimates Only.

Signature of Authorized Corporate Official \_\_\_\_\_

Title: ACCOUNT EXECUTIVE Date Signed: 6/5/01